Kerala Gazette No. 1 dated 7th January 1958.
PART I

GOVERNMENT OF KERALA

Labour and Local Administration Department (Panchayat B)

NOTIFICATION

No. L.A. 8. 13305/56/L&LAD.

Dated, Trivandrum, 3rd January 1958.

S. R. O. 2.— In exercise of the powers conferred by Sections 56 (c), 80 and 97 of the Travancore-Cochin Panchayats Act, 1950 (II of 1950) and in supersession of all the existing rules on the subject the Government hereby make the following rules, the same having been previously published as required by sub-section (2) of Section 98 of the said Act:

RULES.

1. For purposes of Section 80 of the Travancore - Cochin Panchayats Act, 1950, the purposes specified in column (2) of the schedule below shall be the purposes which in the opinion of the Government are likely to be offensive or dangerous to human life or health or property, and the rates specified in column (3) shall be the maximum rate of license fee which any panchayat may impose.

2. Notwithstanding anything contained in Rule 1:—

(a) Any panchayat may levy any rate of license fee for any place used for all or any of the purposes specified in column (2) of the Schedule subject to the maximum prescribed in column (3) thereof.

(b) Any panchayat may exempt the proprietor of any place used for all or any of the purposes specified in column (2) of the Schedule from payment of license fee.

SCHEDULE

Sl. No.	*Purpose*	*Maximum Fee in Rs.*
(1)	(2)	(3)
1	**Aerated waters**—Manufacturing	6
2	**Aloe fibre and yarn**—Storing, packing, cleaning, pressing, preparing, or manufacturing by any process whatever except by manual labour, up to 3 candies (exempted)	Nil.
	do. from 3 to 10 candies	5
	do. above 10 and up to 15 candies	10
	do. above 15 candies	15
3	**Ammunition**—Storing, packing, pressing, cleaning, preparing or manufacturing by any process whatever	12
4	**Arecanuts**—Soaking of	6
5	**Articles made of flour**—Baking, preparing, keeping or storing for human consumption (for other than domestic use)	3
6	**Ashes**—Storing, packing, pressing, cleaning, preparing or manufacturing by any process whatever, dumping or swifting	3
7	**Bamboos**—Storing for sale, hire or manufacture	3
8	**Biscuits**— Baking or preparing for other than domestic use, keeping or storing for wholesale trade, or for retail trade	6
9	**Blood**—Storing, packing, pressing, cleaning, preparing or manufacturing by any process whatever	3
10	**Bones**—Storing, packing, pressing, cleaning, preparing, or manufacturing by any process whatever	3
11	**Bread**—Baking, preparing, keeping or storing for human consumption (for other than domestic use)	3
12	**Bricks**—Manufacturing, Storing or selling	10
13	**Camphor**—Packing, pressing, cleaning, preparing or manufacturing by any process whatever or boiling—Storing for wholesale or retail trade	6
14	**Candles**—Packing, pressing, cleaning, preparing or manufacturing by any process whatever	6
15	**Carpets**—Manufacturing	6
16	**Cashewnuts**—Storing, packing, preparing or manufacturing by any process whatever up to one candy	6
	do. above 1 and up to 5 candies	12
	do. above 5 candies	24
17	**Catgut**—Packing, storing, pressing, cleansing, preparing or manufacturing by any process whatever	12
18	**Cement**—Packing, pressing, cleansing, preparing or manufacturing by any process whatever	12
19	**Charcoal**—Dumping, shifting, selling or storing	6
20	**Chemical preparations**—Storing, packing, pressing, cleansing, preparing or manufacturing by any process whatever	6
21	**Chillies**—Grinding by machinery	6
22	**Chillies (dried)**—Selling wholesale or storing for wholesale trade	3
23	**Chlorate mixture**— Storing, packing, pressing, cleaning, preparing or manufacturing by any process whatever	6
24	**Cinders**—Storing, packing, pressing, cleansing, preparing or manufacturing by any process whatever, dumping or shifting	6

(1)	(2)	(3)
25	**Clothes**—Dyeing	6
26	**Coal**—Dumping, shifting, selling or storing	3
27	**Coconut fibre**—Storing up to 3 candies and manufacturing by manual labour (exempted)	Nil.
	Packing, pressing, cleansing, preparing or manufacturing by any process whatever except by manual labour, up to 3 candies	6
	Storing, packing, pressing, cleansing, preparing or manufacturing by any process whatever except by manual labour, from 3 candies to 10 candies (inclusive)	12
	do. above 10 candies and up to 25 candies (inclusive)	15
	do. above 25 ,, 50 ,, (inclusive)	20
	do. above 50 ,, 100 ,, (inclusive)	25
	do. every additional 100 candies or fraction thereof up to 500 candies (inclusive)	5
	do. above 500 candies	50
28	**Coconut husks**—Retting in places measuring less than 3 cents and soaking of Coconut husks up to 50,000 (exempted)	Nil.
	Soaking of Coconut husks from 50,000 to 5,00,000	5
	do. 5,00,000 to 10,00,000	25
	do. every 5,00,000 over 10,00,000	10
29	**Coconut shells**—Storing	3
30	**Coir yarn**—Storing, packing, cleaning, preparing or manufacturing by any process whatever up to 3 candies (exempted)	Nil.
	Storing, packing, cleansing preparing, or manufacturing by any process whatever by Co-operative Societies (fully exempted)	Nil.
	do. from 3 to 10 candies	12
	do. from 10 to 25 ,,	15
	do. from 25 to 50 ,,	20
	do. from 50 to 100 ,, (inclusive)	25
	do. every additional 100 candies or fraction thereof (up to 500 candies inclusive)	5
	do. above 500 candies	50
31	**Combustible materials**—(*a*) Storing piecegoods for wholesale trade	3
	do. for retail trade	2
32	**Combustibles**—Packing, preparing, keeping or storing for human consumption (for other than domestic use)	6
33	**Condiments**—Manufacturing	6
34	**Confectionery**— Baking or preparing (for other than domestic use)	6
35	**Copra**—Preparing or storing or selling (up to 1 candy exempted)	Nil.
	do. from 1 to 5 candies (inclusive)	12
	do. above 5 candies	25
36	**Cotton**—(Cotton refuse and Cotton seeds) Storing, packing, pressing, cleansing, preparing or manufacturing by any process whatever up to 1 candy	5
	from 1 and up to 5 candies (inclusive)	10
	above 5 candies	15
37	**Cowdung cake** — Storing, packing, pressing, cleaning, preparing or manufacturing by any process whatever	3
38	**Dyes**— Packing, pressing, cleaning, preparing or manufacturing by any process whatever	6

(1)	(2)	(3)
39	**Explosives**—Storing	6
	(a) Chinese crackers—Storing	3
40	**Fibres-other than coir fibre**—Selling, storing or manufacturing up to 10 candies	6
	do. from 10 and up to 25 candies	12
	do. from 25 and up to 50 candies	20
	do. from 50 and up to 100 candies (inclusive)	30
	do. above 100 candies	50
41	**Fat**—Storing, packing, pressing, cleaning, preparing or manufacturing by any process whatever	6
42	**Fins**—Storing, packing, pressing, preparing, cleaning or manufacturing by any process whatever	6
43	**Fire wood**—Selling or storing up to 3 candies (inclusive)	3
	do. above 3 candies	6
44	**Fire works**—Storing, packing, pressing, cleaning, preparing or manufactnring by any process whatever	10
45	**Fish**—Storing, packing, pressing, cleaning, preparing or manufacturing by any process whatever up to 5 maunds	3
	do. from 5 and up to 15 maunds	6
	do. from 15 and up to 25 maunds (inclusive)	12
	do. above 25 maunds	20
46	**Fish oil**—Storing, packing, pressing, cleaning, preparing or manufacturing by any process whatever up to 20 gallons	3
	do. from 20 gallons and up to 40 gallons	6
	do. from 40 gallons and up to 80 gallons (inclusive)	12
	do. above 80 gallons	20
47	**Flex**—Storing, packing, pressing, cleaning, preparing or manufactnring by any process whatever	6
48	**Fleshing**—Storing, packing, pressing, cleaning, preparing or manufacturing by any process whatsoever	6
49	**Flour**—Packing, pressing, cleaning, preparing or manufactnring by any process whatever	3
50	**Fuel**—Using for any indnstrial purpose	12
51	**Fulminate of mercury**—Storing, packing, pressing, cleaning, preparing or manufacturing by any process whatever	6
52	**Furniture**—Making and storing for sale	12
53	**Gas**—Storing, packing, pressing, cleaning, preparing or manufacturing by any process whatever	12
54	**Ghee**—Storing, packing, pressing, cleaning, preparing or manufactnring by any process whatever	6
55	**Gold**—Refining	6
56	**Grain**—Selling wholesale or storing for wholesale trade	6
57	**Gram**—Husking by machinery	6
58	**Grass**—Storing	6
59	**Ground nut**—Selling wholesale or storing for wholesale trade	6
60	**Gun cotton**—Storing, packing, pressing, cleaning, preparing or manufactnring by any process whatever	6
61	**Gunny bags**—Storing, packing, pressing, cleaning, preparing or manufacturing by any process whatever	12
62	**Gun powder**— do.	6
63	**Hair**—Storing, packing, pressing, dyeing or drying.	12
64	**Hay**—Selling or storing	3

(1)	(2)	(3)
65	**Hemp**—Storing, packing, pressing, cleaning, preparing or manufacturing by any process whatever up to 10 candies	6
	do. from 10 candies and up to 25 candies	12
	do. from 25 ,, 50 candies	20
	do. from 50 ,, 100 candies (inclusive)	30
	above 100 candies	50
66	**Hides**—Storing, packing, pressing, cleaning, preparing or manufacturing by any process whatever	20
67	**Hoofs**— do.	6
68	**Horns**— do.	3
69	**Ice**—Manufacturing	12
70	**Jaggery**—Storing, packing, pressing, cleaning, preparing or manufacturing by any process whatever	6
	(*a*) Molasses do. do.	6
71	**Jute**—Storing, packing, pressing, cleaning, preparing or manufacturing by any process whatever	6
72	**Kakhi**—Preparing	6
73	**Lac**—Storing, packing, pressing, cleaning, preparing or manufacturing by any process whatever	6
74	**Lead**—Melting or leading utensils	6
75	**Leather**—Storing, packing, pressing, cleaning, preparing or manufacturing by any process whatever	25
76	**Lime**—(*a*) Storing	6
	(*b*) Packing, pressing, cleaning, preparing or manufacturing by any process whatever	12
77	**Lime shell**—Storing, packing, pressing, cleaning, preparing or manufacturing by any process whatever	10
78	**Manure**— do.	15
79	**Machinery**—Using for industrial purposes—	
	(*a*) If work by steam, gas, oil or electricity engines not exceeding 15 H. P.	25
	For every additional 15 H. P. or fraction thereof Rs. 8 up to a maximum of Rs. 125	
	(*b*) If work by manual labour	10
80	**Matches**—Storing, packing, pressing, cleaning, preparing or manufacturing by any process whatever up to 3 gross (exempted)	Nil.
	do. from 3 to 10 gross (inclusive)	2
	do. above 10 gross	5
81	**Meat**—Storing, packing, pressing, cleaning, preparing or manufacturing by any process whatever or selling	6
82	**Metal**—Beating, breaking, hammering, casting, etc., (i) Iron or steel (ii) Copper, Brass or Bronze, (iii) Silver or Gold (iv) any other metal	3
83	**Nitro compound**—Storing, pressing, packing, cleaning, preparing or manufacturing by any process whatever	6
84	**Nitro Glycerine**—Storing, pressing, packing, cleaning, preparing or manufacturing by any process whatever	6
85	**Nitro mixture**— do.	6
86	**Offal**— do.	3
87	**Paddy**—Boiling or husking by machinery (for other than domestic use)	6

(1)	(2)	(3)
88	**Paper**—Packing, pressing, cleaning, preparing or manufactnring by any process whatever	6
89	**Pitch**—Storing, pressing, packing, cleaning, preparing or manufactnring by any process whatever	12
90	**Pottery**— do.	6
91	**Rugs**—Storing, pressing, packing, cleaning, preparing or manufacturing by any process whatever	12
92	**Resin**—(Including Rosin) do.	12
93	**Sago**—Manufacturing or distilling	6
94	**Salt petre**—Storing, packing, pressing, cleaning, preparing or manufacturing by any process whatever	6
95	**Seekai**—Powdering by machinery	3
96	**Shellac**—Storing, packing, pressing, cleaning, preparing or manufactnring by any process whatever	6
97	**Silk**—Packing, pressing, cleaning, preparing or manufacturing by any process whatever	12
98	**Skin**—Storing, packing, pressing, cleaning, preparing or manufacturing by any process whatever	20
99	**Soap**—Packing, pressing, cleaning, preparing or mannfacturing by any process whatever	6
100	**Spirits**—Storing, packing, pressing, cleaning, preparing or manufacturing by any process whatever	4
101	**Straw**—Selling or storing	3
102	**Sugar**—Packing, pressing, cleaning, preparing or manufacturing by any process whatever	12
103	**Sugar candy**—Packing, pressing, cleaning, preparing or manufacturing by any process whatever	12
104	**Sulphur**—Storing, packing, pressing, cleaning, preparing or manufactnring by any process whatever	12
105	**Surki**—Storing, packing, pressing, cleaning, preparing or manufacturing by any process whatever	12
106	**Sweat meats**—Baking or preparing (for other than domestic use)	3
107	**Tallow**—Storing, packing, pressing, cleansing, preparing or manufacturing by any process whatever or melting	6
108	**Tar**—Storing, packing, pressing, cleaning, preparing or manufacturing by any process whatever	12
109	**Thatching materials**—Selling or storing	10
110	**Tiles**—Manufacturing up to 20,000 in a year	50
	For every additional 10,000 Rs. 5 up to a maximum of Rs. 125	
111	**Timber**—Selling or storing up to 15 candies	10
	do. from 15 candies up to 50 candies	25
	do. from 50 candies up to 100 candies	50
	do. from 100 candies up to 200 candies (inclusive)	100
	above 200 candies	150
112	**Tobacco**—(Including snuff, cigars, cigarettes and Beedies) Preparing or manufacturing by any process whatever	20
113	**Turpentine**—Storing, packing, pressing, cleaning, preparing or manufacturing by any process whatever	4
114	**Wool**—Storing, packing, pressing, cleaning, preparing or manufacturing by any process whatever dyeing or drying	12

(1)	(2)	(3)
115	**Cotton yarn**—Dyeing	6
116	**Guilding or Electroplating**—	6
117	**Keeping** a shaving or hair cutting saloon	2
118	**Manufacturing** articles from which offensive or unwholesome smell, fumes, dust or noise arise	30
119	**Washing** soiled clothes and keeping soiled clothes for purposes of washing them and keeping washed clothes (for other than domestic use)	3
120	**Coffee**—Storing, pressing, packing, cleaning or manufacturing by any process whatever	6
121	**Tea**—Storing, pressing, packing, cleaning or manufacturing by any process whatever	6

By order of the Governor,

P. I. Jacob,

Secretary.

Kerala Gazette No. 1 dated 7th January 1958.
PART I

GOVERNMENT OF KERALA

AGRICULTURE DEPARTMENT (CO-OPERATION)

NOTIFICATION

No.C3-18776|57|AD. *Dated, Trivandrum, 30th December 1957.*

The following draft of certain rules for the grant of loans to Farming Societies, which it is proposed to make in exercise of the powers conferred by sections 36 and 96 of the Travancore-Cochin Co-operative Societies Act, 1951 (Act X of 1952) is hereby published as required by sub-section (3) of section 96 of the said Act for the information of all concerned and notice is hereby given that the said draft will be taken into consideration after 14 days of its publication in the gazette.

Any objection or suggestion which may be received from any person with respect to the said draft before the expiry of the period specified above will be considered by the Government.

1. Loans not exceeding Rs. 4,000 per society may be advanced to Co-operative Societies registered as Farming Society for purchasing agricultural implements and machinery.

2. The loan will be secured by a first charge on the assets of the Society.

3. Every application for loan should be in Form 'A' appended to these rules and should be submitted in duplicate to the Registrar of Co-operative Societies and should be accompanied by the following documents, attested by the President and two other Directors of the society and countersigned by such officers as may be empowered on this behalf by the Registrar of Co-operative Societies.

(i) A copy of a resolution of the Board of Directors of the Society containing:—

(a) a request to the Registrar of Co-operative Societies to sanction the loan;

(b) the amount of the loan required;

(c) an undertaking that the amount will be used only for the purpose for which it is intended;

(d) an undertaking to pledge the assets of the Society to Government and to execute an agreement therefor;

(e) an undertaking to repay the loan in twelve equal annual instalments;

(f) an undertaking to abide by these rules and any conditions that may be prescribed by the Registrar of Co-operative Societies.

(g) an authorisation to the President and two other committee members to apply for the loan;

(h) an undertaking that the loan amount if advanced will be invested in a separate account in a bank approved by the Registrar of Co-operative Societies and will be drawn upon only with the previous sanction of the Deputy Registrar for the purpose for which it is intended.

4. Every application received by the Registrar of Co-operative Societies shall be forwarded to the Special Inspector for Farming Societies for verification and report.

5. After enquiry the Special Inspector shall forward the application with his recommendations to the concerned Deputy Registrar who in turn will forward the application and connected papers with his remarks to the Registrar of Co-operative Societies.

6. The Registrar of Co-operative Societies shall forward such of the applications to the Government which he deems fit to be recommended to the Government for sanction.

7. On receipt of the intimation of sanction, the members of the managing committee of the society shall jointly execute a registered bond on behalf of the society charging all the assets of the society for securing the loan advanced.

8. The registered bond shall be forwarded by the society to the Registrar of Co-operative Societies through the Special Inspector and the Deputy Registrar.

9. The sanctioned amount will thereafter be drawn by the society in a Bill in Form No. 71 (of the Financial and Account Code) countersigned by the Registrar of Co-operative Societies. A stamped receipt acknowledging the receipt of the amount also shall be sent along with the Bill sent to the Registrar of Co-operative Societies for countersignature.

10. The amount so drawn shall be deposited in a co-operative bank approved by the Registrar of Co-operative Societies.

11. The loan shall bear interest at 4½ per cent per annum and shall be repayable in 12 equal annual instalments.

12. The first instalment shall be repaid on the expiry of one year from the date of issue of the loan.

13. In the event of default of repayment of instalment or instalments within time the entire loan will become recoverable in a lump.

14. Penal interest at 1 per cent will be levied for defaults in payments.

15. The loan will become recoverable in a lump if the loan is, in the opinion of the Registrar of Co-operative Societies, utilised for any purpose other than the one for which it is intended. The opinion of the Registrar of Co-operative Societies in this regard shall be final.

16. The Registrar of Co-operative Societies shall have power to order the recovery of any loan under rules 13 and 15.

17. All amounts so ordered shall be recovered as though they were arrears of land revenue in accordance with the provisions of the Revenue Recovery Act for the time being in force.

By order of the Governor,
C. THOMAS,
Agriculture Secretary.

FORM 'A'

Application for loans for the purchase of Agricultural Implements and Machinery

No..........   *Dated*................

From

The.....................

Co-operative Society Ltd., No......

Post....................

Taluk...................

District..................

To

The Registrar of Co-operative Societies,

Trivandrum.

Sir,

I submit herewith an application for a loan of Rs. (in words).... .... (in figures) .... repayable in twelve equal annual instalments of Rs............, each, the first instalment to be repaid on the expiry of one year from the date of disbursement of the loan to the society. A copy of the resolution No................ dated .... of the board of Directors resolving to apply for the loan is enclosed. I also enclose herewith a copy of the agreement to be executed by the Co-operative Society in favour of the 'Government of Kerala', when the loan is sanctioned. The amount is required for purchasing agricultural implements and machinery.

I hereby undertake to furnish such information as the Department may require in connection with the disbursement and repayment of this loan.

The following particulars regarding the Co-operative Society are given below:—

(a) Number of members on the rolls on the date of application;

(b) Net assets of the society;

(c) Borrowings of the society on the date of application;

(d) Area of land under cultivation;

(e) List of agricultural implements proposed to be purchased with the value of each.

Yours faithfully,

President.

Kerala Gazette No. 1, dated 7th January 1958.
PART I

Agriculture Department

NOTIFICATION

"No. ESS./Com./Land Utilisation/Kerala"
Order Ag. B. 4-12151/57/Agri.

Dated, Trivandrum, 6th January 1958.

In exercise of the powers conferred by sub-section (1) and clause (b) of sub-section (2) of section 3 of the Essential Commodities Act, 1955 (Central Act 10 of 1955) read with the Notification of the Government of India in the Ministry of Food and Agriculture S. R. O. 3950 dated the 9th December 1957 and with the prior approval of the Central Government, the Government of Kerala hereby makes the following Order, namely :—

ORDER.

1. *Short title, extent and commencement.*—(1) This Order may be called the Kerala Land Utilisation Order, 1958.

(2) It extends to the whole of the State of Kerala.

(3) It shall come into force at once.

2. *Definitions.*—In this Order, unless the context otherwise requires,—

(a) "Collector" means the collector of the district;

(b) "food crops" includes sugar-cane, vegetables, tapioca, yams, plantation crops (all varieties) and such other crops as the State Government may, by notification in the official Gazette, declare to be "food crops".

3. *Notice to cultivate land.*—(1) Notwithstanding anything contained in any other enactment or order for the time being in force, the Collector may, by notice in writing, call upon the holder of any occupied waste or arable land situated within the Collector's jurisdiction, which is not under cultivation and which according to the best judgment of the Collector is proposed to be left fallow during the current cultivation season, to cultivate it with food crops, either personally or through the lessee, within a period to be specified in the notice:

Provided that where such land is in the possession of a tenant or lessee, the Collector shall issue the notice to the holder of the land and the tenant or the lessee.

(2) The notice shall be served on the holder of the land or as the case may be on such holder and on the tenant or the lessee by delivering or tendering to the person concerned a copy of such notice. But if such person is not readily traceable or refuses to accept the notice, service shall be effected by affixing a copy of the notice on the outer door of his house and a copy on a conspicuous part of the land to which it relates and thereupon the service shall be deemed sufficient.

(3) If the holder of the land or the tenant or the lessee, within ten days from the date of the service of the notice or within such further period as the Collector may grant in this behalf, shows to the satisfaction of the Collector that the land is not capable of being cultivated or is being cultivated, the Collector shall cancel the notice :

Provided that if the holder of the land shows in the manner aforesaid that the land has been let out for cultivation, the notice shall be cancelled in so far as it relates to him.

4. *Sale of right to cultivate land.*—The holder of the land or the tenant or the lessee, as the case may be, on whom the notice under sub-clause (1) of clause 3 has been served, shall comply with the notice within the time allowed, and on his failure so to do, the Collector may, without prejudice to any other action that may be taken against the person (hereinafter referred to as the defaulter) in respect of the contravention, by order, direct and arrange for the sale by public auction or otherwise of the right to cultivate the land in question for such period which shall ordinarily be three years. Out of the amount received by such sale, the revenue due on the land and other dues to the Government, if any, shall first be adjusted and the balance made over to the defaulter by way of compensation.

5. *Failure of purchaser to Cultivate.*—The sale of the right to cultivate shall be subject to the condition that the purchaser cultivates the land concerned with food crops only, failing which the right to cultivate shall be liable to be terminated before the expiry of the period for which the right to cultivate was sold. In such a case, purchaser shall be responsible for any loss arising out of the termination of the right to cultivate, and the loss may be recovered from him as an arrear of land revenue.

6. *Eviction of purchaser in certain cases.*—The purchaser of the right to cultivate a land shall have no right whatever to the land after the expiry of the period specified in clause 4 and shall be liable to summary eviction, if he continues in possession after such expiry.

7. *Power of revision.*—The State Government shall have power to call for the records of the acts or proceedings of the Collector in any case under this Order and pass such orders thereon as it thinks fit.

8. *Repeal and saving.*—The Madras Land Utilisation Order, 1955, in its application to the Malabar District is hereby repealed:

Provided that any order made or action taken under the Order so repealed shall be deemed to have been made or taken under the corresponding provisions of this order.

By order of the Governor,

C. THOMAS,
Secretary.

Labour and Local Administration Department

NOTIFICATION

No. L. Dis. 27246/57/L&LAD.

Dated, Trivandrum, 28th December 1957.

The award of the Industrial Tribunal No. I, Ernakulam in respect of the dispute between the Asok Textiles Ltd., Alwaye and the Members of the staff of the above concern represented by the Asok Textiles Staff Association, Alwaye, received by Government on 17-12-1957 is hereby published under Section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947).

By order of the Governor,

P. I. JACOB,
Secretary.

In the Industrial Tribunal No. 1, Ernakulam

Present :

SRI K. N. KUNJUKRISHNA PILLAI,
Industrial Tribunal

INDUSTRIAL DISPUTE No. 42 OF 1957

Between

THE ASOK TEXTILES LTD., ALWAYE

And

THE MEMBERS OF THE STAFF
OF THE ABOVE CONCERN REPRESENTED BY
THE ASOK TEXTILES STAFF ASSOCIATION, ALWAYE.

AWARD

The Industrial Dispute between the above parties was referred by Government in their Order No. L. Dis. 14126/57/L & LAD, dated 6-8-1957 and the same was filed as Industrial Dispute No. 42 of 1957. The issues referred for adjudication are as follows :—

"1. Whether any revision in the existing rates of D. A. to the staff is called for ?

2. Whether there is any need for strengthening the clerical establishment in the Mill ?

3. To what additional leave facilities are the staff entitled ?

4. Whether the members of the staff are entitled to any extra wages for extra work done by them ?

5. Whether the existing number of holidays in the Mill should be increased ? "

During the course of the evidence, a compromise petition was filed on 7-11-1957 signed by the Works Manager and the

Vice-President of the Association and on 11-12-1957 the members of Working Committee, the Treasurer, Joint Secretary and the Vice-President of the Association sent a representation stating that the General Body Meeting of the Association held on 23-10-1957 authorised Sri B. A. Varunny and another to negotiate and arrive at a settlement on the demands dated 15-5-1956. In the representation dated 11th December, 1957 the members of the Executive Committee, the Vice-President, the Joint Secretary and Treasurer submit that the Vice-President of the Association has authority to enter into the settlement. In the absence of any evidence questioning the right of the Vice-President, I accept the agreement dated 25th October, 1957. The terms of the agreement seem to be reasonable and I pass the award in terms of the agreement, the copy of which is appended along with this award.

The award comes into effect from the date of its publication in the Government Gazette.

Ernakulam,
14-12-1957.

K. N. KUNJUKRIHNA PILLAI,
Industrial Tribunal No. 1.

Appendix.

AGREEMENT entered this day, the 25th October of 1957.

BETWEEN the Management of the Asok Textiles (Private) Ltd., Alwaye, represented by Sri K. Venkatesalu and Sri C. T. Chakkunni on the one part, and

THE members of the Staff of the Mills represented by the Asok Textiles Staff Association in Sri P. D. Padmanabhan Nair and Sri B. A. Warrunni on the other part:

WHEREAS a dispute exists in relation to the following issues viz.,

(i) Whether any revision in the existing rates of Dearness Allowance to the Staff is called for ?

(ii) Whether there is any need for strengthening the clerical establishment of the mill ?

(iii) To what additional leave facilities are the Staff entitled ?

(iv) Whether the members of the Staff are entitled to any extra wages for extra work done by them ?

(v) Whether the existing number of holidays in the mill should be increased ? and

WHEREAS the said dispute has been referred for adjudication and is now pending enquiry before the Industrial Tribunal No. I, Ernakulam ; and

WHEREAS the parties hereto with a view to arrive at an amicable settlement have discussed the issues and have arrived at a settlement :—

THE TERMS thereof are as hereunder :

1. The existing graded mill staff members will be paid revised rates of Dearness Allowance as specified in para 2 and para 3, and the same shall take effect from 1-10-57.

2. In grades I, II and III for every 10 points increase over 160 points on the cost of living index of Madras, the Staff shall be paid—Dearness Allowance at the rate of Rs. 4·75.

3. In grades IV and V for every 10 points increase over 160 points on the cost of living index of Madras, the Staff shall be paid Dearness Allowance at the rate of Rs. 4.

4. Apprentice Supervisor Sri N. M. Thomas, will be paid a consolidated salary of Rs. 140 per month as total remuneration until such time he gets qualified. The consolidated salary revised under this clause shall take effect from 1-10-57. The designation of Sri N. M. Thomas shall be Supervisor and payment of salary shall be made from the salary register.

5. Canteen Clerk Sri Anantharaman who is now paid a salary of Rs. 75 per month plus food in the Canteen shall be given an increase of Rs. 10 in cash salary, which increase shall take effect from 1-10-1957. The Management will at the earliest opportunity provide Sri Anantharaman with suitable occupation in appropriate grade within the mills.

6. The existing leave facilities for the Staff shall continue but with provision to carry over unavailed leave for a period of two years from the year in which the leave is earned, instead of one year, as at present in vogue. This extension of this carry over privilege shall be without dislocation to the regular working of the mills.

7. All other issues and demands are dropped as not pressed. Any future change in the rate of Dearness Allowance or change in salaries will be considered by the Management as soon as may be in the light of better conditions which may prevail in the Industry.

8. The parties will file a joint memo to the Tribunal praying for this settlement to be recorded and the dispute on file be disposed of in accordance with the terms of the settlement.

(Sd.) (Sd.)

(Sd.) (Sd.)

For *Asok Textiles (Private) Ltd., Alwaye.*

For *Asok Textiles Staff Association, Alwaye.*

Kerala Gazette No. 1 dated 7th January 1958.
PART I

Labour and Local Administration Department

NOTIFICATION

No. L. Dis. 27234/57/L & LAD.

Dated, Trivandrum, 26th December 1957.

The award of the Industrial Tribunal No. II. Ernakulam under Section 33A of the Industrial Disputes Act in respect of the disputes Nos. 12, 13, 14, 15 and 16 between the Management, Messrs. Fertilisers and Chemicals, Travancore Ltd., Udyogamandal P. O , Alwaye, and their workmen Sri Joseph D'Silva and four others received by Government on 16-12-1957 is hereby published under Section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947).

By order of the Governor,
P. I. JACOB,
Secretary.

Before

SRI V. U. JOSEPH, B. A., B. L.,
Industrial Tribunal No. II, Ernakulam.

INDUSTRIAL DISPUTES Nos. 12, 13, 14, 15 & 16 OF 1957

Between

1. JOSEPH D'SILVA, Badge No. 2920, Marine Transport, Messrs. Fertilisers and Chemicals, Travancore Ltd., Udyogamandal P. O., Alwaye.
2. P. A. UNNI, Badge No. 2899, Marine Transport, Messrs. Fertilisers and Chemicals, Travancore Ltd., Udyogamandal P. O., Alwaye.
3. T. THOMMAN, Badge No. 2897, Marine Transport, Messrs. Fertilisers and Chemicals, Travancore Ltd., Udyogamandal P. O.; Alwaye.
4. A. V. LONAN, Badge No. 2528, Marine Transport, Messrs. Fertilisers and Chemicals, Travancore Ltd., Udyogamandal P. O., Alwaye.
5. LOUIS, Badge No. 2570, Marine Transport, Messrs. Fertilisers and Chemicals, Travancore Ltd., Udyogamandal P. O., Alwaye

And

THE MANAGEMENT,

MESSRS. FERTILISERS AND CHEMICALS, TRAVANCORE LTD.,
UDYOGAMANDAL, P. O., ALWAYE.

Representation :

For Management—Messrs. Menon and Pai, Advocates, Ernakulam.

For workmen—Sri S. C. S. Menon, President, F. A. C. T. Employees' Association,

AWARD

The above industrial disputes arise from complaints filed by the workmen under Section 33 A of the Industrial Disputes Act, 1947. The complaints filed by Messrs. Joseph D'Silva, P.A. Unni

T. Thommau, A. V. Lonan and Louis are registered as Industrial Disputes Nos. 12, 13, 14, 15 and 16 of 1957 respectively. The main dispute between the management and the union of which the complainants are members is registered on the files of this Tribunal as Industrial Dispute No. 20 of 1956 and is pending adjudication. All the complainants allege that they are permanent workmen in the Marine Transport Department under the opposite party. The complainants allege that they have been wrongfully refused employment from 24th of January 1957. The management did not serve any charge-sheet on any of the complainants nor were they given any opportunity to explain their conduct. No reasons for refusal of employment has been given to the workmen. The complainants submitted a petition to the management pointing out that they have been denied employment and that they should be provided with work and the management has not replied to that. In refusing employment to the complainants the management is guilty of violation of Section 33 of the Industrial Disputes Act, 1947. The complainants pray this court to pass an award directing the management to reinstate all the complainants with back wages and continuity of service.

2. In the reply statement of the management it is submitted that the management has not denied employment wrongfully to any of the complainants and has not violated any of the provisions of Section 33 of the Industrial Disputes Act, 1947. The Syrangs of the Oil Barges in the Marine Department of the company went on an illegal and unjustifiable strike from the 16th January 1957. As a result of the said strike two oil barges employed for transporting fuel oil from Ernakulam to the factory could not be used for transporting oil. The complainants therefore working in the oil barges could not be provided with any work. The company put up notice on the notice board of the company stating that in view of the illegal strike resorted to by the syrangs of the oil barges from 16th January 1957 the management is not in a position to provide work for the complainants employed in the oil barges and they were also informed that they need not report for duty from 8 a. m. on 24-1-1957. No question of any charge-sheeting arises as no disciplinary action has been taken against anyone of them. Notice has been given to the complainant stating the reasons for the inability of the management to provide them with work and workmen were fully aware of the reasons for the inability of the management to provide them with work and no reply was called for. It is maintained by the management that the action of the management in not providing employment to the complainants is not a violation of Section 33 of the Industrial Disputes Act, 1947. The management has not altered to the prejudice of the complainants the conditions of service applicable to them immediately before the commencement of the Industrial Dispute No. 20 of 1956. The complainants are not entitled to any reliefs. The complainants are not also entitled for the wages during the period of non-employment. The action taken by the management does not violate also any of the provisions of the Industrial

Disputes Act and there is no liability to pay any wages or compensation to the complainants. In any view non-payment of wages is not an alteration of the conditions of service entitling a workman to prefer a complaint under Section 33A of the Industrial Disputes Act, 1947. The complaints are not maintainable and are to be rejected. Since a contravention of Section 33 of the Industrial Disputes Act has not been made out the Tribunal has no jurisdiction to grant any relief to the complainauts and has to be dismissed.

3. All the above disputes have been amicably settled between the management of F. A. C. T. and the Union as per the agreement dated 14-6-1957. Today the President of the Union Mr. S. C. S. Menon has filed a petition in court asking the permission of this Tribunal to withdraw the above disputes filed under Section 33A of the Industrial Disputes Act and that petition has been allowed today. The petitioners were given the reliefs sought for in the respective petitions. There is nothing further to be done in this matter. The permission sought for withdrawal is given. There is no dispute pending between the parties. The management's Advocate present in court has no objection to this course. The above disputes are therefore dismissed without costs and the same will become enforceable after thirty days of its publication in the Government Gazette.

Ernakulam,
14-12-1957.

V. U. Joseph,
Industrial Tribunal No. II.

Labour and Local Administration Department

NOTIFICATION

No. L. Dis. 27463|57|L&LAD.

Dated, Trivandrum, 26th December 1957.

The award of the Industrial Tribunal, No. II, Ernakulam, in respect of the dispute between (1) Sri P. T. Joseph, Proprietor, St. Antony's Boat Service, Market Road, Ernakulam, (2) Sri Padamattummal Mathai Thomman, Market Road, Ernakulam, and (3) Sry. V. M. Leela, wife of Padamattummal Thomman Joseph, Market Road, Ernakulam, and the Secretary, Trichur District Motor Boat Workers' Union, Kottapuram, Cranganore, received by Government on 18-12-57 is hereby published under Section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947).

By order of the Governor,

P. I. JACOB,
Secretary.

Before

SHRI V. U. JOSEPH, B.A., B.L.,

Industrial Tribunal No. II, Ernakulam

INDUSTRIAL DISPUTE No. 96|56

Between

1. SRI P. T. JOSEPH,

PROPRIETOR, ST. ANTONY'S BOAT SERVICE, MARKET ROAD, ERNAKULAM.

Additional Parties.

2. SRI PADAMATTUMMAL MATHAI THOMMAN,
MARKET ROAD, ERNAKULAM.

3. SRY V. M. LEELA, WIFE OF PADAMATTUMMAL THOMMAN JOSEPH,
MARKET ROAD, ERNAKULAM.

And

THE SECRETARY,

TRICHUR DISTRICT MOTOR BOAT WORKERS' UNION, KOTTAPPURAM, CRANGANORE.

Representation:—

For Managements Advocate Shri K. S. Sebastian.

For Union Advocate Shri M. M. Abdul Khader.

AWARD

Dispute having arisen between the parties described above was referred to this Tribunal for adjudication by Order No.L.Dis. 28282|56|DD of the Labour Department, Government of Kerala dated 4-12-56. The issue referred to for adjudication is "whether the denial of employment to Syrang Sri T. K. Kumaran by the Proprietor of St. Antony's Boat Service is justifiable? If not, to what relief is he entitled?".

2. In the statement of the union it is contended that on 1-8-1955, the Proprietor of St. Antony's Boat Service, dismissed T. K. Kumaran from service. Syrang T. K. Kumaran had been working in the St. Antony's Boat Service, Ernakulam, for about seven years when on 20-7-1955 the employer told him that he could go on "off" for a few days and report back for duty on 1-8-1955. As directed, Kumaran reported for duty on 1-8-55 but was told that his services were not wanted. He was not given any written order of dismissal nor did the employer give any reason for refusing employment to Kumaran. No offence was alleged nor any charge-sheet served and explanation called for. There was also no enquiry. Kumaran was dismissed from service capriciously and arbitrarily and in violation of the principles of natural justice. The union prays for the reinstatement of the workman with full back wages.

3. In the reply statement filed by the Proprietor of St. Antony's Boat Service it is stated that T. K. Kumaran joined the St. Antony's Boat Service as a Syrang on 6-6-55 and left the service on 21-7-1955, after working for a period of 1½ months. Kumaran was working as Syrang on the Boat St. Antony and was transferred to the Tug 'Garuda', belonging to the St. Antony's Boat Service. Kumaran refused to comply with this order and did not turn up for duty after 21-7-55. He had therefore voluntarily abandoned the service of St. Antony's Boat Service with effect from 6-6-1955. He was neither dismissed, nor discharged by the employer, and employment was never denied to him. Kumaran is not entitled to any relief. The statement of the union that Kumaran was dismissed on 1-8-55 is not correct. Kumaran was never dismissed from service. He voluntarily left the service from 21-7-1955. He was never told on 20-7-55 to go on 'off' for a few days. He was ordered to be transferred to tug 'Garuda' on 21-7-1955 and he did not turn up for work threrafter. As he left the service volutarily there does not arise any question of holding any enquiry.

4. The union filed a replication on 27-3-1957 denying all the averments in the reply statement of the Proprietor. In the rejoinder of the union it is stated that Kumaran had been working in the St. Thomas Boat Service owned by Sri P. M. Thomman continuously for a period of 7 years till the date of his dismissal on 1-8-55. It appears that a fleet of five boats was being operated as a family business by Sri P. M. Thomman, his son P. T. Joseph, and Smy. V. M. Leela, wife of P. T. Joseph. Since all the boats were under a common management, the employees were being transferred from time to time from one boat to another. The ownership of boats were also transferred among the above three persons with the common and malafide intention of defeating the rightful claims of the workmen.

5. The union filed a petition on 27-3-57 for impleading Padamattummal Mathai Thoman (P. M. Thomas) and Smy. V. M. Leela, wife of P. T. Joseph, the Proprietor of St. Antony's Boat Service as additional parties and they were impleaded as additional parties after hearing their objections. These additional parties filed their written statements on 30th August 1957. In the written statement of Mr. P. M. Thommen it is stated that there was no joint ownership or management of the five boats. The boats were owned and managed separately by the three

owners. Mr. P. M. Thommen admits that Syrang Kumaran was employed by him in his boat 'Elizabeth' for about 1½ years from 1954. But Kumaran voluntarily left his services in June 1955. P. M. Thommen was not the Proprietor or Manager of St. Antony's Boat Service at any time, and he is not a necessary party to the dispute and the said workman has no cause of action against him. Further the alleged dispute does not in any way relate to the period when Kumaran was serving in the 'Elizabeth' boat. In the written statement of the additional party V. M. Leela, identical contentions as those raised by P. M. Thommen are raised. Over and above that she states that Kumaran joined in the 'Jolly' boat run by her in Makaram 1951 and served in that boat for about three years after which he voluntarily went away and joined another boat called 'Elizabeth' belonging to P. M. Thommen. She states that she was not the Proprietor or the Manager of St. Antony's Boat Service at any time and as such she is not a necessary party and the workman has no cause of action against her. She sold the 'Jolly' boat subsequently.

6. The union examined WW1 to WW5 and marked Exts. W1 to W5. The management examined MW1 to MW5 and marked Exts. M1 to M6. WW1 is the workman Kumaran. He states that Mr. P. M. Thomas appointed him in the 'Elizabeth' boat in 1124 and he worked in that boat for two and odd years. P. M. Thomas owned three boats, St. Antony, Elizabeth and Mathai. From Elizabeth boat he was transferred to St. Antony, were he served for two years. Then P. M. Thomas purchased 'Jolly' boat and Kumaran was transferred to that boat and he worked for 2¾ years in 'Jolly' boat. Then again he was put in St. Antony and on 20th July 1955 while working in St. Antony he was called by P. M. Thomas and was told that he could go on 'off' for a few days and report back for duty on 1-8-1955. As directed by the employer, Kumaran presented for duty on 1-8-55 but he was told that his services were not required any more. He wrote Ext. W1 complaint to the union regarding the refusal of employment to Kumaran. At the time of dismissal he had seven years of service under the employer and the employer was owning 4 boats and two tugs on 1-7-55 on the date of dismissal and the workers in the different boats and tugs were interchanged and P. M. Thomas was looking after the management of all these boats. Kumaran states that he did not abandon his service under the employer. Mr. P. M. Thomas did not ask him to work in the tug 'Garuda' nor had he any occasion to refuse any such order. He was getting Rs. 75 monthly at the time of dismissal. He was without any work after his dismissal. WW2 and WW3 V. C. Joseph and Jacob are workmen involved in I. D. 100|56 tried along with the above dispute. The evidence of WW2 and WW3 are not of any help in this dispute. WW4 and WW5 are two workers in the boat service of P. M. Thomas. They state that P. M. Thomas owns several boats and workers are transferred from one boat to other boats. They prove Exts. W4 and W5. MW1 Alikunju is a boat master under P. M. Thomas. He states that St. Antony's boat service has three boats viz., St. Antony, Molly and Garuda and is owned by Mr. P. T. Joseph, son of Mr. P. M. Thomas. St. Thomas Boat Service is having two boats viz., John Mathai and Elizabeth and St. Thomas boat line is owned by Serafina, wife of

Mr. P. M. Thomas. There is a third service called Jolly Boat Service with one boat 'Jolly' and the same is owned by Smy. V. M. Leela, wife of P. T. Joseph. These three services are separate services owned and managed by their respective owners. MW1 Alikunju was formerly working in St. Antony Boat as boat master and the workman concerned in this dispute viz., T. K. Kumaran was working in St. Antony as Syrang from 6-6-1955. He was having defective eye-sight and he could not drive the boat during the night time and MW1 had reported the same to the employer and as a result he was asked to work in 'Garuda' from 22-7-1955. He worked in 'Garuda' less than a week and was not seen thereafter. He was found conducting a coffee club at Annapuzha. The witness also saw him working in some other boats as an acting hand. The evidence of MW2, Pappu Kumaran and MW3 Raphael Kutty are relevant only in I. D. 100|56. MW3 Raphael Kutty states that the boat services St. Antony, St. Thomas and Jolly are separately owned and managed by their respective owners and there is no joint ownership and management among the owners. MW4 is Mr. P. M. Thomas. He states that he had once St. Thomas Boat Service with two boats viz., John Mathai and Elizabeth and a tug named Padamadan. Mr. T. K. Kumaran had worked under him for 1½ years as Syrang in the Elizabeth boat. He states that

"കുമാരൻ പിരിഞ്ഞുപോകാൻ വിശേഷ കാരണമൊന്നുമില്ല.
അവന്റെ തോന്ന്യാസം അനുസരിച്ചു പോയതാണ്."

Kumaran could not drive the boat properly during night hours as he had defective eye-sight. Elizabeth boat reaches Kottapuram after 9 o'clock in the night. From Elizabeth he joined St. Antony, owned by his P. T. Joseph his son. St. Antony had to start from Ernakulam at 4-30 a.m. Due to defective eye-sight he was not able to drive the boat. He worked in that boat for nearly 1½ months. The witness states that he had nothing to do with the management of any of the boats. The boats are owned and managed by their respective owners. MW5 is Mr. P. T. Joseph. He states that T. K. Kumaran worked under him in the St. Antony Boat for 1½ months. Then according to the report of MW1 Alikunju boat master he was transferred to tug 'Garuda'. Due to Kumaran's defective eye-sight he was not reaching the destination in time. Kumaran did not work in 'Garuda'. In order to work in 'Garuda', he had to reside at Cochin. He is a native of Kottappuram and he wanted to go home every day. It is due to this that he did not accept employment in 'Garuda'. He was not dismissed but left the service voluntarily.

7. The main point that arises for consideration is whether T. K. Kumaran was dismissed as contended by the workman or did he voluntarily give up his service and went away as contended by the employer. P. T. Joseph is the Proprietor of St. Antony's Boat Service having three boats in the line viz., St. Antony, Molly and Garuda (tug), P. T. Joseph is the son of Mr. P. M. Thomas. St. Thomas Boat Service having two boats viz., John Mathai and Elizabeth is owned by Sarafina, wife of Mr. P. M. Thomas. Molly boat line with one boat 'Molly' is owned by V. M. Leela, wife of P. T. Joseph. The 'Molly' boat was given to Smy. V. M. Leela by her father as a dowry. The boats in St. Antony's line and St. Thomas line were originally owned by

Mr. P. M. Thomas and he assigned these boats to his son and wife due to his old age and labour troubles. Inspite of the transfer the workmen in the different boats continued their services in their respective boats as before transfer. The workmen did not know of the transfer nor were they informed of the transfers. All these individuals are living together in one house owned by Mr. P. M. Thomas. All the union witnesses have given evidence stating that the boats are managed by Mr. P. M. Thomas. WW4 proves Ext. W4 written by P. M. Thomas transferring the witness from Padamadan Boat to St. Antony. WW5 proves Ext. W5, a letter written by P. T. Joseph transferring WW5 from 'John Mathai' to 'Molly'. P. M. Thomas admits his signature in Ext. W4. P. T. Joseph admitted his handwriting and signature in Ext. W5. The evidence of the management witnesses stating that the boats are managed by their respective owners is not correct. The management of the boats was common and was mainly done by Mr. P.M. Thomas. The boats are owned by the wife, son and daughter-in-law of P. M. Thomas. The boats owned by the wife and son were assigned to them by Mr. P. M. Thomas. It is only natural that the management still continues with the seniormost member of the house-hold, having a lot of experience in the boat business. The rights and service conditions of workmen working in the three different boat lines will not be affected by their transfer from one boat to another.

8. In the written statement of Srimathy V. M. Leela, it is admitted that Shri Kumaran joined in the 'Jolly' boat in Makaram 1951 and worked in that boat about three years after which he voluntarily went away and joined another boat 'Elizabeth' belonging to P. M. Thommen. In the written statement of P. M. Thomas it is admitted that Kumaran was employed in his boat 'Elizabeth' for about 1½ years from 1954 and he left the services voluntarily in June 1955. In the statement of P. T. Joseph it is stated that Kumaran joined the St. Antony's Boat Service as Syrang on 6-6-55 and left the service on 21-7-55 and had therefore worked in the St. Antony's Boat Service only for a period of one and a half months. While working as Syrang in the St.Antony's Boat he was transferred to the Tug Garuda, belonging to the St. Antony's Boat Service., Kumaran refused to comply with this order of transfer and did not turn up for duty after 21-7-1955 and thus voluntarily left the services. It is contended by the employer that he was neither discharged nor dismissed by the employer. The version of abandonment of service set up by Srimathy Leela, P. M. Thomas and P.T. Joseph from their three boats respectively does not appear to be natural. If really Kumaran left the service voluntarily in one of the boats, there is no likelihood of his re-appointment in the other boats. The truth is that he was transferred from one boat to another and he served in all these boats continuously from 1951. According to the employers Kumaran was Syrang in the St. Antony's Boat from 6-6-55 and he was asked to serve in 'Garuda' tug and displeased with the same, he abandoned the service. In the evidence stage, the Proprietor has developed a case of defective eye-sight for Kumaran, though in the pleading there is no such case. Mr. P. M. Thomas gives evidence stating that Kumaran had defective eye-sight and he was not able to take the boat 'Elizabeth' in time to Kottappuram and Jetty Master at Kottappuram had complained several times. 'Elizabeth' boat reaches Kottappuram at 9 o'

clock in the night. He abandoned his service from 'Elizabeth' boat. Then he was employed in the St. Antony Boat. 'Elizabeth' boat is owned by Mrs. P. M. Thomas. If really Kumaran had defective vision and due to that if he is not able to take the boat to the destination in time, P. T. Joseph would not employ him in St. Antony. The story of Kumaran's defective vision is false and the same was set up as a justifiable ground for transferring him to 'Garuda'. Again Kumaran was asked to serve in the 'Garuda' because he could not drive the boat St. Antony at 4·30 a. m. from Ernakulam Jetty due to defective eye-sight. In the pleadings of Messrs. P. M. Thomas and P. T. Joseph and Smy. V. M. Leela, it is stated that Kumaran did not turn up for work on being asked to work in 'Garuda' on 21-7-55. In the evidence, it was attempted to be proved that he worked in the 'Garuda' for about a week and did not come up for work thereafter. This version of the employers developed in the evidence that Kumaran worked in 'Garuda' is not true. He had not worked in the 'Garuda'. If really Kumaran had defective eye-sight and he was not able to take the boat in time to the destination, the natural course for the employer is to give the workman concerned a notice to that effect. Kumaran denies that he had any defect in eye-sight. An ordinary defective eye-sight could be cured by proper treatment. Kumaran was not given any such opportunity by the employer to treat his eye disease if he had any trouble. In the statement of the employers, the defective eye-sight of Kumaran had not been taken as a ground for transferring him from St. Antony to Garuda. This is only a development in the evidence stage. Ext. W1 dated 1-8-55 is a letter written by Kumaran to the union in which he has given a short and concise description of the entire case. MW1 Alikunju gives evidence stating that he had given written report about defective eye-sight of Mr. Kumaran. No such report was produced in the case. Again MW1 states in his cross-examination that Kumaran was not able to take the boats to the various jetties on the way to Kottapuram in time. The boat usually reaches Kottapuram after the schedule time and there used to be complaints regarding this late running of boat almost every day and the jetty master at Kottapuram used to condone the late coming on written requests being made to him. To save T. K. Kumaran the reasons shown in those petitions were not the eye-defect of T.K. Kumaran, but something else. The jetty master at Kottapuram could prove the late reaching of St. Antony boat. The petitions filed before him requesting condonation of delay for late coming could have been summoned. There was no transfer of Kumaran from St. Antony to Garuda due to eye-defect. The story of eye-defect is put up only for an apparent justification of the alleged transfer of Kumaran from St. Antony boat to 'Garuda' tug. T. K. Kumaran was dismissed from service as contended by the union while in St. Antony boat and the story of abandonment of service by the employer is not true. The dismissal of T. K. Kumaran is not justifiable and I hereby set aside the same. I do not find any grounds to justify the denial of the normal relief of reinstatement. T.K. Kumaran is reinstated with back wages and continuity of service. Kumaran was getting Rs. 75 per month at the time of his dismissal. He will be paid at the rate of Rs. 75 per month from 1·8·55 till the date of his reinstatement. The union will be paid Rs. 100 towards costs. In reinstating Kumaran, if the employer has to retrench bona fide any one now in service, he can do the same in consultation with the union representatives.

9. T. K. Kumaran is reinstated with back wages at Rs. 75 per month from 1-8-55 and continuity of service. The union will be paid Rs. 100 towards costs. I pass the award on terms and conditions given above and the same will become enforceable after thirty days of its publication in the Government Gazette.

Ernakulam,
16-12-1957.

V. U. JOSEPH,
Industrial Tribunal No. II.

APPENDIX

Exhibits marked on the side of the management.

Ext. M1. St. Thomas Boat Service Workers' Register.
" M1A. Page of workers' Register showing the appointment date of Jacob.
" M1B. do. date of termination of service of Jacob.
" M2. Boat Master's Report dated 21-1-1956.
" M2A. Boat Master's Report dated 5-1-1956.
" M3. do. 7-1-1955.
" M3A. do. 3-1-1955.
" M4. Ticket book of St. Antony Boat Service.
" M5. do. St. Thomas Boat Service.
" M6. do. Jolly Boat Service.

Exhibits marked on the side of the union.

Ext. W1. Representation of Syrang T. K. Kumaran to the Secretary, Trichur District Motor Boat Workers' Union, dated 1-8-55.
" W2. Application dated 21-7-55 *from* Chouro to the Secretary, Trichur District Motor Boat Workers' Union.
" W3. Application dated 12-1-56 from K.T. Jacob to the Secretary Trichur District Motor Boat Workers' Union.
" W4. Letter dated 25-4-56 from the Proprietor, St. Thomas Boat Service to St. Antony Boat Master Mammu.
" W5. Letter dated 25-7-55 from P. T. Joseph, Proprietor, St. Antony Boat Service to the Boat Masters of John Mathai and Molly.

Witnesses examined on the side of the management.

MW1. Sri Alikunju
MW2. " Pappu Kumaran.
MW3. " Avara Raphel Kutty.
MW4. " P. M. Thomas.
MW5. " P. T. Joseph.

Witnesses examined on the side of the union.

WW1. Sri Kumaran
WW2. " B. C. Joseph.
WW3. " Jacob.
WW4. " Antony.
WW5. " M. O. Vareed.

Law Department.

NOTIFICATION

No. LD(b)2-8021|57|Law.

Dated, Trivandrum, the 20th December 1957.

The following Act which was recently passed by the Houses of Parliament and published in the Gazette of India, Extraordinary, Part II, Section 1, dated the 9th December, 1957, is hereby republished for general information. The Act as passed by the Houses of Parliament received the assent of the President on the 7th December, 1957.

By order of the Governor,

P. NARAYANASWAMI,
Addl. Secretary.

THE PUBLIC EMPLOYMENT (REQUIREMENT AS TO RESIDENCE) ACT, 1957

(44 of 1957)

AN

ACT

to make in pursuance of clause (3) *of article* 16 *of the Constitution special provisions for requirement as to residence in regard to certain classes of public employment in certain areas and to repeal existing laws prescribing any such requirement.*

BE it enacted by Parliament in the Eighth Year of the Republic of India as follows:—

1. *Short title and commencement.*—(1) This Act may be called the Public Employment (Requirement as to Residence) Act, 1957.

(2) It shall come into force on such date as the Central Government may, by notification in the Official Gazette, appoint.

2. *Repeal of existing laws prescribing requirements as to residence.*— Upon the commencement of this Act, any law then in force in any State or Union territory by virtue of clause (b) of article 35 of the Constitution prescribing, in regard to a class or classes of employment or appointment to an office under the Government of, or any local or other authority within, that State or Union territory, any requirement as to residence therein prior to such employment or appointment shall cease to have effect and is hereby repealed.

3. *Power to make rules in respect of certain classes of public employment in certain areas.*—(1) The Central Government may, by notification in the Official Gazette, make rules prescribing, in regard to appointments to—

(a) any subordinate service or post under the State Government of Andhra Pradesh, or

(b) any subordinate service or post under the control of the Administrator of Himachal Pradesh, Manipur or Tripura, or

(c) any service or post under a local authority (other than a cantonment board) within the Telangana area of Andhra Pradesh or within the Union territory of Himachal Pradesh, Manipur or Tripura,

any requirement as to residence within the Telangana area or the said Union territory, as the case may be, prior to such appointment.

(2) In this section,—

(a) "subordinate service or post" means any service or post appointments to which are not notified in the Official Gazette but includes any service of tehsildars;

(b) "Telangana area" comprises all the territories specified in subsection (1) of section 3 of the States Reorganisation Act, 1956 (37 of 1956).

4. *Parliamentary scrutiny of rules.*—All rules made under section 3 shall, as soon as may be after they are made, be laid for not less than thirty days before each House of Parliament and shall be subject to such modifications as Parliament may make during the session in which they are so laid, or in the session immediately following.

5. *Duration of section 3 and rules.*—Section 3 and all rules made thereunder shall cease to have effect on the expiration of five years from the commencement of this Act, but such cesser shall not affect the validity of any appointment previously made in pursuance of the said rules.

Law Department.

NOTIFICATION

No. LD(b)2-8017|57|Law.

Dated, Trivandrum, the 18th December 1957.

The following Act which was recently passed by the Houses of Parliament and published in the Gazette of India Extraordinary, Part II, Section 1, dated the 29th November 1957, is hereby republished for general information. The Act as passed by the Houses of Parliament received the assent of the President on the 29th November 1957.

By order of the Governor,
P. NARAYANASWAMI,
Addl. Secretary.

THE INDIAN TARIFF (AMENDMENT) ACT, 1957
(41 of 1957)

AN
ACT

further to amend the Indian Tariff Act, 1934.

BE it enacted by Parliament in the Eighth Year of the Republic of India as follows:—

1. *Short title and commencement.*—(1) This Act may be called the Indian Tariff (Amendment) Act, 1957.

(2) The provisions of clause (vi) of section 2 [relating to Item No. 73(17)] shall come into force on the first day of January 1958; and the remaining provisions shall come into force at once.

2. *Amendment of the First Schedule.*—In the First Schedule to the Indian Tariff Act, 1934 (32 of 1934)—

(i) in Item No. 18, in the last column headed "Duration of protective rates of duty", for the word, figures and letters "December 31st, 1957", wherever they occur, the word, figures and letters "December 31st, 1958" shall be substituted;

(ii) in Item No. 28(31), in the last column headed "Duration of protective rates of duty", for the word, figures and letters "December 31st, 1957", wherever they occur, the word, figures and letters "December 31st, 1960" shall be substituted;

(iii) in Item No. 50(3), in the last column headed "Duration of protective rates of duty", for the word, figures and letters "December 31st, 1957", the word, figures and letters "December 31st, 1959" shall be substituted;

(iv) in Item No. 63(33) (a), in the last column headed "Duration of protective rates of duty", for the word, figures and letters "December 31st, 1957", the word, figures and letters "December 31st, 1960" shall be substituted;

(v) in each of the Items Nos. 70(2) and 70(3), in the last column headed "Duration of protective rates of duty" for the word, figures and letters "December 31st, 1957", the word, figures and letters "December 31st, 1958" shall be substituted;

(vi) for Item No. 73(17), the following Item shall be substituted, namely:—

"73(17)	Electrical brass lamp holders, excluding miniature brass lamp holders adapted for use in automobiles.	Preferential Revenue.	60 per cent *ad valorem.*	50 per cent *ad valorem.*	.. ..";

(vii) in Item No. 75(9),—

(a) in the third column headed "Nature of duty", for the word "Revenue", the word "Protective" shall be substituted,

(b) in the fourth column headed "Standard rate of duty", for the figures and words "60 per cent *ad valorem*", the figures and words "50 per cent *ad valorem*"; shall be substituted, and

(c) in the last column headed "Duration of protective rates of duty", the word, figures and letters "December 31st, 1967" shall be inserted;

(viii) in Item No. 75(10),—

(a) in the third column headed "Nature of duty", for the word "Revenue", the word "Protective" shall be substituted,

(b) in the fourth column headed "Standard rate of duty", for the figures and words "90 per cent *ad valorem*" the figures and words "50 per cent *ad valorem*" shall be substituted, and

(c) in the last column headed "Duration of protective rates of duty", the word, figures and letters "December 31st, 1967" shall be inserted;

(ix) in each of the Items Nos. 75(11) and 75(12),—

(a) in the third column headed "Nature of duty", for the word "Revenue", the word "Protective" shall be substituted,

(b) in the fourth column headed "Standard rate of duty", for the figures and words "30 per cent *ad valorem*", the figures and words "25 per cent *ad valorem*" shall be substituted, and

(c) in the last column headed "Duration of protective rates of duty", the word, figures and letters "December 31st, 1967" shall be inserted;

(x) in Item No. 75(**14**),—

(a) in the third column headed "Nature of duty", for the word "Revenue", the word "Protective" shall be substituted, and

(b) in the last column headed "Duration of protective rates of duty", the word, figures and letters "December 31st, 1967" shall be inserted.

Law Department.

NOTIFICATION

No. LD(b)2-8018|57|Law.

Dated, Trivandrum, the 19th December, 1957.

The following Act which was recently passed by the Houses of Parliament and published in the Gazette of India, Extraordinary, Part II, Section 1, dated the 30th November, 1957, is hereby republished for general information. The Act as passed by the Houses of Parliament received the assent of the President on the 29th November, 1957.

By order of the Governor,
P. NARAYANASWAMI,
Addl. Secretary.

THE NAGA HILLS-TUENSANG AREA ACT, 1957

(42 of 1957)

AN

ACT

to provide for the formation of the Naga Hills-Tuensang Area of Assam as an administrative unit.

BE it enacted by Parliament in the Eighth Year of the Republic of India as follows:—

1. *Short title and commencement.*—(1) This Act may be called the Naga Hills-Tuensang Area Act, 1957.

(2) It shall come into force on such date as the Central Government may, by notification in the Official Gazette, appoint.

2. *Formation of Naga Hills-Tuensang Area.*—As from the commencement of this Act, there shall be formed a new administrative unit in the State of Assam by the name of Naga Hills-Tuensang Area comprising the tribal areas which at such commencement were known as the Naga Hills District and Tuensang Frontier Division of the North East Frontier Agency.

3. *Amendment of the Sixth Schedule to the Constitution.*—In the Sixth Schedule to the Constitution, in paragraph 20,—

(a) after sub-paragraph (2A), the following sub-paragraph shall be inserted, namely:—

"(2B) The Naga Hills-Tuensang Area shall comprise the areas which at the commencement of this Constitution were known as the Naga Hills District and the Naga Tribal Area.";

(b) in sub-paragraph (3), after the words "administrative area", the brackets and words "(other than the Naga Hills-Tuensang Area)" shall be inserted;

(c) in Part A of the Table, item 4 shall be omitted; and

(d) in Part B of the Table, for item 2, the following item shall be substituted, namely:—

"2. The Naga Hills-Tuensang Area.".

4. *Amendment of the Delimitation Order.*—In the Delimitation of Parliamentary and Assembly Constituencies Order, 1956,—

(a) in the First Schedule, in the entry in column 3 against serial No. 37, the words "Naga Hills," shall be omitted; and

(b) in the Second Schedule, in the part relating to Assam, the heading "Naga Hills District" and all entries against serial Nos. 16, 17 and 18 shall be omitted.

5. *Amendment of the Representation of the People Act, 1950.*—In the Representation of the People Act, 1950 (43 of 1950),—

(a) in Part II of the First Schedule—

(i) for the entry—

"21. Part B Tribal areas .. 1",

the following entries shall be substituted, namely:—

"21. North East Frontier Tract .. 1

22. Naga Hills-Tuensang Area .. 1";

(ii) for the figure "503" the figure "504" shall be substituted;

(b) in the Second Schedule, for the entry in column 3 against "2. Assam", the entry "105" shall be substituted.

6. *Provision as to the sitting member of Parliament.*—Notwithstanding the alteration in the extent of the Autonomous Districts Parliamentary constituency in Assam effected by section 4, the sitting member of the House of the People representing that constituency shall be deemed to have been elected to the House of the People by that constituency as so altered.

7. *Territorial extent of laws not to be affected.*—The provisions of section 2 shall not be deemed to have effected any change in the areas to which any law in force immediately before the commencement of this Act extends or applies, and territorial references in any such law to the Naga Hills District, the Naga Tribal Area or the Tuensang Frontier Division shall, until otherwise provided by a competent legislature or other competent authority, continue to have the same meaning.

Explanation.—In this section, law means any law, ordinance, regulation, order, bye-law, rule, scheme, notification or other instrument having the force of law in India or any part thereof.

Law Department.

NOTIFICATION

No. LD(b) 2-8019|57|Law.

Dated, Trivandrum, the 19th December 1957.

The following Act which was recently passed by the Houses of Parliament and published in the Gazette of India, Extraordinary, Part II, Section 1, dated the 1st December, 1957, is hereby republished for general information. The Act as passed by the Houses of Parliament received the assent of the President on the 30th November, 1957.

By order of the Governor,
P. NARAYANASWAMI,
Addl. Secretary.

THE INDUSTRIAL FINANCE CORPORATION (AMENDMENT) ACT, 1957

(43 of 1957)

AN
ACT

further to amend the Industrial Finance Corporation Act, 1948

BE it enacted by Parliament in the Eighth Year of the Republic of India as follows:—

1. **Short title and commencement.**—(1) This Act may be called the Industrial Finance Corporation (Amendment) Act, 1957.

(2) It shall come into force on such date as the Central Government may, by notification in the Official Gazette, appoint.

2. **Amendment of section 2.**—In section 2 of the Industrial Finance Corporation Act, 1948 (15 of 1948) (hereinafter referred to as the principal Act), in clause (c)—

(i) after the words "in mining" the words "or in hotel industry" shall be inserted; and

(ii) the following Explanation shall be added at the end, namely:—

'*Explanation.*—The expression "processing of goods" includes any art or process for producing, preparing or making an article by subjecting any material to a manual, mechanical, chemical, electrical or any other like operation;'.

3. **Amendment of section 17.**—In section 17 of the principal Act, after sub-section (5), the following sub-section shall be inserted, namely:—

"(6) If, for any reason, a Director nominated under clause (aa) or clause (b) of section 10 is unable to attend any meeting of the Board, the Central Government or the Reserve Bank, as the case may be, may depute any other

person to attend the said meeting and such person shall for all purposes of the said meeting, be deemed to be a Director nominated under clause (aa) or clause (b), as the case may be, of the said section.".

4. **Amendment of section 21.**—In the proviso to subsection (1) and the proviso to sub-section (4) of section 21 of the principal Act, for the words "five times" the words "ten times" shall be substituted.

5. **Amendment of section 22.**—In section 22 of the principal Act, for the words "deposits from the public", the words "from any State Government or local authority, or any person deposits" shall be substituted.

6. **Amendment of section 23.**—In section 23 of the principal Act,—

(i) in sub-section (1), after clause (a), the following clause shall be inserted, namely:—

"(aa) guaranteeing on such terms and conditions as may be agreed upon, deferred payments due from any industrial concern in connection with its import of capital goods from outside India:

Provided that no such guarantee shall be given without the prior approval of the Central Government;"; and

(ii) in sub-section (2), after the words "prescribed by regulations", the words "or unless it is guaranteed as to the repayment of principal and the payment of interest by the Central Government, State Government, a scheduled bank or a State co-operative bank" shall be inserted.

7. **Amendment of section 25.**—In sub-section (2) of section 25 of the principal Act,—

(i) for the words, figures and brackets "the Indian Companies Act, 1913 (VII of 1913)", the words and figures "the Companies Act, 1956" (I of 1956) shall be substituted; and

(ii) after the words "any instrument relating to the industrial concern", the words "and nothing in the said Act or in any such law or instrument in so far as it makes, in relation to a director, any provision for the holding of any share qualification, age limit, restrictions on the number of directorships, retirement by rotation or removal from office shall apply to any Director appointed by the Corporation in pursuance of this section" shall be inserted.

8. **Amendment of section 27.**—In section 27 of the principal Act,—

(i) in sub-section (1), after the words "International Bank for Reconstruction and Development", the words "or any bank or financial institution in India or in any foreign country" shall be inserted; and

(ii) for sub-section (4), the following sub-section shall be substituted, namely:—

"(4) Any loss or profit accruing in connection with any borrowing of foreign currency under sub-section (1)

for the purpose of granting loans or advances to any industrial concern or concerns or its repayment on account of any fluctuations in the rates of exchange shall be reimbursed by, or paid to, the industrial concern or concerns, as the case may be.".

9. **Amendment of section 28.**—In section 28 of the principal Act,—

(i) in sub-section (1), after the words "default in repayment", the words "of any loan or advance or any instalment thereof" shall be inserted;

(ii) in sub-section (3A), for the words "properly incurred by it", the words "which, in the opinion of the Corporation, have been properly incurred by it" shall be substituted; and

(iii) in sub-section (4), the words "of the owner" shall be omitted.

10. **Amendment of section 30.**—For sub-section (13) of section 30 of the principal Act, the following sub-section shall be substituted, namely:—

"(13) The functions of a District Judge under this section shall be exercisable—

(a) in a presidency-town, by the High Court; and

(b) elsewhere, also by an Additional District Judge.".

11. **Amendment of section 30A.**—In sub-section (1) of section 30A of the principal Act, after the words "Directors of that industrial concern", the following shall be inserted, namely:—

"and nothing in the Companies Act, 1956, (I of 1956) or in any such law or instrument relating to the industrial concern in so far as it makes, in relation to a director, any provision for the holding of any share qualification, age limit, restrictions on the number of directorships, retirement by rotation or removal from office shall apply to any Director appointed by the Corporation under this section.".

12. **Amendment of sections 30B and 30E.**—In sections 30B and 30E of the principal Act, for the words, figures and brackets "Indian Companies Act, 1913 (VII of 1913)", wherever they occur in those sections, the words and figures "Companies Act, 1956" (I of 1956). shall be substituted.

13. **Amendment of section 34.**—In sub-section (1) of section 34 of the principal Act,—

(i) for the words, figures and brackets "section 144 of the Indian Companies Act, 1913 (VII of 1913)", the words and figures "section 226 of the Companies Act, 1956" (I of 1956) shall be substituted; and

(ii) for the words "the other", the words "the other auditor or auditors" shall be substituted.

14. **Amendment of section 35.**—In sub-section (3) of section 35 of the principal Act, for the words "three months", the words "four months" shall be substituted.

15. **Insertion of new section 38A.**—After section 38 of the principal Act, the following section shall be inserted, namely:—

"38A. **Protection of action taken by Directors appointed under sections 25 and 30A.**—No suit, prosecution or other legal proceeding shall lie against any Director of an industrial concern appointed by the Corporation under section 25 or section 30A for anything which is in good faith done or intended to be done by him as such Director."